



# INTERGOVERNMENTAL AGREEMENT (IGA)

ADHS Contract No.: AGR2006-101

## ARIZONA DEPARTMENT OF HEALTH SERVICES

1740 West Adams, Room 303  
Phoenix, Arizona 85007  
(602) 542-1040  
(602) 542-1741 FAX

Project Title: Maricopa IGA Resident Rotation

Begin Date: 07/01/06

Geographic Service Area: Maricopa County

Termination Date: 6/30/09

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

☐ Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.  
☐ Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.  
☐ School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.  
☒ Other: Maricopa County Special Health Care District, dba Maricopa Integrated Health Systems, Maricopa Medical Center

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement. Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Contractor Name: Maricopa Integrated Health System

Name: Betsey Bayless, CEO

Address: 2601 East Roosevelt

Phone: 602-344-5566

Phoenix AZ 85008

Fax No: 602-344-1130

City State, Zip Code

Betsey Bayless 6-26-06  
Signature of Person Authorized to sign Date

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

This contract shall henceforth be referred to as Contract No. AGR2006-101. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives a fully executed copy of the contract.

Signature Louis B. Gorman Date

State of Arizona

Signed this 19th day of July, 2006

Print Name and Title

Louis B. Gorman 6/22/06  
District Counsel

Karen Baswell  
Procurement Officer

Attorney General Contract, No. K206-0695-EHS, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, By:

Robert Sorce July 13, 2006  
Signature Date

Robert Sorce

Print Name, Assistant Attorney General

RESERVED FOR USE BY THE SECRETARY OF STATE

NO. 28341  
Filed with the Secretary of State  
Date Filed: 7/24/06

Janice K. Baswell  
Secretary of State

By: [Signature]

## **RESIDENT ROTATION INTERGOVERNMENTAL AGREEMENT**

(Administrative Educational Rotation)

This RESIDENT ROTATION AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ ("Effective Date"), by and between **Maricopa County Special Health Care District d.b.a.: Maricopa Integrated Health Systems, Maricopa Medical Center** ("Home Institution") and **Arizona Department of Health Services – Division of Behavioral Health Services** ("Host Institution").

### **RECITALS**

This Intergovernmental Agreement is made under the statutory authority of A.R.S. §§ 36-104(5) and (16); 36-3403(A)(5); and 48-5541.01(M)(2).

A. Home Institution conducts a residency-training program ("Residency Program") for Resident Physicians in training ("Participants") and employs Resident Physicians who require broad and varied administrative and clinical learning experiences in the specialties identified in the Addendum(a) to this Agreement.

B. Host Institution is a department of the State of Arizona that has responsibility for a wide range of health care services for the residents of Arizona and therefore can provide a specialized health related administrative educational experience to Resident Physicians.

C. Home and Host Institution agree that it is in the mutual interest and benefit of both parties that Resident Physicians obtain a part of their administrative educational experience through a rotation at the Host Institution's facilities ("Rotation").

### **THEREFORE, HOME INSTITUTION AND HOST INSTITUTION AGREE AS FOLLOWS:**

#### **1. GENERAL ROTATION PROVISIONS.**

**1.1 Scope of Resident Physician Services.** Home and Host Institution agree that the services rendered by Resident Physicians covered by this Agreement will be within the established and written requirements of the degree, certification, or training being pursued and as required of every candidate for that degree or certification, if applicable.

**1.2 Oversight Responsibility.** The Host Institution is responsible for the supervision of Resident Physicians assigned to it under this Agreement.

**1.3 Governing Policies and Procedures.** Resident Physicians enrolled in the Rotation covered by this Agreement will be governed in accordance with the Home Institution's Residency Program policies and procedures, and those policies and procedures established by the Home Institution for its employees. Resident Physicians shall comply with the policies, procedures, rules and regulations and bylaws of the Host Institution while at the Host Institution during a Rotation. Each party shall notify the

Resident Physicians that they are responsible for following all of the policies, rules and regulations of the Home and Host Institution, as applicable, while on Rotation pursuant to this Agreement.

**1.4 Compliance with Laws and Accreditation Standards.** The Home Institution shall comply with all applicable federal and state laws and regulations and licensure requirements, the standards and regulations of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO"), and the requirements of the ACGME or the AOA Committee, as applicable, in the implementation of this Agreement and the operation of the Residency Program, and the Rotation.

**1.5 Acceptance of Residents.** By signing this Agreement, the Host Institution is not obligated to accept Resident Physicians on a continuous basis or more than one Resident Physician at any time.

## **2. HOME INSTITUTION RESPONSIBILITIES**

**2.1 Program Director.** The Home Institution shall designate a member of its Medical Staff to serve as the Residency Program Director and to provide coordination and oversight of Resident Physician's educational activities and assignments while at the Host Institution ("Program Director"). The Program Director or his/her designee shall act as liaison with the Host Institution.

**2.2 Preparation and Review of Resident Physicians' Work Schedules.** The Host Institution shall prepare the Resident Physicians' administrative education schedules; however, the Home Institution shall be the final arbitrator of issues related to Resident Physicians' schedules. The Program Director shall review the Resident Physicians' education schedules to provide that the education work schedules reflect the Home Institution's educational missions.

**2.3 Selection and Placement of Residents.** The Home Institution shall select and place Resident Physicians who are appropriately qualified or otherwise eligible to participate in the Residency Program and the Rotation. The Home Institution shall:

(a) Employment. Employ Resident Physicians throughout the Residency Program and Rotation. Resident Physicians shall be employees of the Home Institution and not employees of the Host Institution, and unless expressly stated otherwise herein, shall not be agents of the Host Institution. Home Institution shall provide appropriate financial support and benefits to Resident Physicians as required by the ACGME or AOA Committee and in accordance with the Home Institution's own policies and procedures so that Resident Physicians are able to fulfill the responsibilities of the Residency Program and the Rotation. The Home Institution shall comply with all federal and state laws regarding the employment of Resident Physicians, including anti-discrimination, wage and hour laws, and withholding laws.

(b) Assignment. Provide the names of the Resident Physicians and their assignments to the Host Institution sufficiently in advance to allow for convenient planning of schedules. It is understood and agreed that the Host Institution shall keep

Program Director informed of any requests for changes in the planned rotation schedule.

(c) Evaluation. Act as final decision maker and arbitrator in decisions concerning evaluations, receiving credit, Residency Program advancement, graduation, and certification or discontinuance of Residency Program participation, including dismissal from the Residency Program, which shall be at the sole discretion of the Home Institution.

(d) Record Keeping. Maintain records and reports concerning the education of Resident Physicians, Resident Physicians' time spent on Rotation under this Agreement and such other records as required.

(e) Resident Physicians' Background and Credentials. Designate for participation in the Rotation only Resident Physicians who have completed the necessary training and didactic work for such rotation, and are in good standing. Upon request, the Home Institution shall furnish the Host Institution with proof for the Resident's academic credentials and licensure or registration from all applicable state licensing boards.

(f) Resident Physicians' Health Information. Verify the following health information for each Resident Physician, maintain records of such verification for each Resident Physician and provide such verification to the Host Institution upon request:

- (1) Proof of immunity or immunization for measles, mumps and rubella;
- (2) Proof of current diphtheria/tetanus immunization;
- (3) Documentation of an annual negative TB screen or x-ray;
- (4) Documentation of a Hepatitis B antibody screen or signed declamation statement; and
- (5) Date of last complete physical exam.
- (6) Such other records agreed upon by the Host and Home Institutions.

(g) Worker's Compensation Coverage. Furnish the Host Institution, upon request, certification of Worker's Compensation coverage for eligible Resident Physicians.

(h) Addenda. Complete Addenda, as attached, to be executed by the both parties describing Resident Physician rotations. Each addendum will include at least the following: the name of the rotation, description of the rotation, the number of residents, the length of the rotation, the learning objectives of the rotation, identification of the faculty for the rotation, the evaluation procedures for the rotation, and allocations of costs and expenses regarding the rotation.

(i) Resident Physicians' Requirements. Home Institution shall require Resident Physicians to:

(1) Comply with the terms of this Agreement and with the Host Institution's applicable bylaws, rules and regulations, policies, procedures and guidelines, state and federal laws and regulations, and where applicable, the standards and regulations of JCAHO, the ACGME or AOA Committee, the ethical standards of the American Medical Association, and other applicable accrediting bodies or accreditation bodies;

(2) Participate in activities and assignments that are of educational value and that are appropriate to the course and scope of the Home Institution's Residency Program, to the extent scheduled or otherwise requested by the Host Institution and approved by the Home Institution;

### **3. HOST INSTITUTION RESPONSIBILITIES**

**3.1 Program Coordinator.** The Host Institution shall designate, after consultation with the Home Institution, a member of its Staff to coordinate the Resident Physicians' schedules and educational activities at the Host Institution ("Program Coordinator"). The Program Coordinator shall act as liaison with the Home Institution. The Program Coordinator at the Host Institution will assume administrative responsibility for the Resident Physicians while on rotation.

#### **3.2 Adequate Staff and Facilities.**

(a) Professional and Support Staff. The Host Institution shall maintain adequate professional and support staff at its facilities to meet the educational goals and objectives of the Home Institution's Residency Program.

(b) Facilities. Host Institution shall provide the facilities necessary for the Resident Physicians' administrative educational experiences. The Host Institution shall allow reasonable use of libraries, classrooms and conference rooms, as mutually agreed to by the Home and Host Institutions.

(c) Parking. Host Institution shall provide Resident Physicians with designated parking without charge.

#### **3.4** Intentionally left blank.

**3.5 Resident Physicians' Evaluations.** The Host Institution shall complete performance evaluations at such intervals and in accordance with the policies and procedures of the Home Institution.

**3.6 Notification to Others.** The Host Institution shall be responsible for reasonably informing its staff, customers and others of its participation in the Residency Program Rotation and the training role of Resident Physicians.

**3.7 Resident Physicians' Health and Safety.** The Host Institution shall provide each Resident Physician with the following:

(a) Orientation. Orientation, if applicable, of the type and scope provided by the Host Institution to its new employees, including, but not limited to, information about Host Institution's applicable policies and procedures, security measures, fire safety and disaster protocol.

(b) On-Site First Aid and Emergency Care; Follow-Up Care The Host Institution shall provide the Home Institution with prompt notice of any first aid or other emergency treatment rendered on-site to a Resident Physician. The Home Institution shall provide, at its own expense, any follow-up care required subsequent to the initial first aid and emergency treatment provided on-site by the Host Institution.

**3.8 Facility Inspection.** Host Institution shall permit inspection of its facilities, including all other locations used by Resident Physicians during Residency Rotations, by the Home Institution, and by individuals charged with the responsibility for accreditation of Home Institution and its Residency Program, the ACGME or the AOA Committee, as applicable.

#### **4. INVESTIGATIONS; DISCIPLINARY ACTIONS**

**4.1 Termination or Suspension of Resident Rotation.** Each party may terminate or suspend a Resident Physician's participation in the Rotation under this Agreement at any time if the party determines that termination is in the best interests of the Host Institution for reasons of health, performance, for other good cause or for reasons of general incompatibility. The Home Institution's policies and procedures shall govern any disciplinary actions taken by the Home Institution with respect to the Resident Physicians. If Host Institution initiates the termination or suspension, Home Institution shall promptly remove Resident Physician from the Rotation upon written notice from Host Institution setting forth the reasons for the removal of the Resident Physician. If Home Institution initiates the termination or suspension, it shall provide Host Institution with immediate written notice of the action. The withdrawal, dismissal or removal of a Resident Physician in accordance with the provisions of this Agreement, shall not affect continuation of this Agreement or the continued training of other Resident Physicians.

**4.2 Investigations or Actions Involving Resident Physicians.** Host Institution and Home Institution shall inform one another:

(a) Investigation. Promptly upon initiation of any investigation of or adverse action against a Resident Physician by the Host Institution or Home Institution, any governmental body or accrediting agency or by any other entity, unless such notice is expressly prohibited by law or regulation.

(b) Report to National Practitioner Data Bank or Arizona Medical Board or Board of Osteopathic Examiners. To the extent permitted by law, before making a report to the National Practitioner Data Bank, the Arizona Medical Board or the Board of Osteopathic Examiners in which a Resident Physician is named.

(c) Claims and Litigation. Promptly upon learning of a potential or actual claim or litigation in which a Resident Physician is or may be named.

**4.3 Cooperation in Disciplinary Actions or Investigations.** Host Institution shall cooperate and assist Home Institution in investigating facts, which may serve as a basis for taking any Residency Program disciplinary or academic action, and also cooperate in the implementation of any such disciplinary or academic action.

## **5. TERM & TERMINATION**

**5.1 Term of Agreement.** This Agreement shall be effective for the period of three years commencing on the Effective Date and shall be extended automatically for successive one year periods until terminated by either party as provided herein.

### **5.2 Termination.**

(a) Termination without Cause. Either party to this Agreement may terminate this Agreement for any reason at any time by giving at least six months advance written notice to the other parties.

(b) Termination with Cause. Either party to this Agreement may terminate this Agreement in the event of a material breach by the other party, upon thirty days advance written notice given by the non-breaching party to the other party, provided that such breach is not cured within the thirty-day notice period.

(c) Effect of Termination. Upon termination of this Agreement for any reason, the parties agree that Resident Physicians participating in an ongoing Rotation will be allowed to complete the Residency Rotation and academic year if possible (through June 30), even when the effective date of termination occurs before to the completion date of the Rotation or completion of the academic year. In addition, the provisions of Sections 6 and 8 shall survive the termination of this Agreement.

(d) Termination for Conflict of Interest Either party to this Agreement may terminate this Agreement pursuant to A.R.S. § 38-511.

**5.3 Effect of Laws.** If any legislation, regulation or government policy, or ACGME, AOA Committee or JCAHO requirements are passed or adopted or if these laws, regulations or policies, or ACGME, AOA Committee or JCAHO requirements are interpreted in a manner that would materially affect either party's participation in or implementation of this Agreement as written, the party raising such concern shall provide notice of such law, regulation, policy or provision to the other party, and the parties agree to negotiate in good faith within thirty days to modify the terms of this Agreement to comply with the applicable law, regulation or policy. If the parties cannot agree upon the necessary modification, either party may terminate this Agreement on thirty days' advance written notice.

## **6. INSURANCE AND INDEMNIFICATION**

### **6.1 Intentionally left blank.**



**6.2 Host Institution General Liability Insurance.** Host Institution shall maintain comprehensive general liability insurance (or comparable coverage under a program of self-insurance) providing coverage on a “claims made” or “occurrence basis” (for occurrences during the term of this Agreement) with limits no less than \$1 million dollars per occurrence and \$3 million dollars annual aggregate. If the insurance coverage is “claims made” rather than occurrence based, such coverage must include extended reporting endorsement (“tail coverage”) for as long as the appropriate statute of limitations, as may be determined in a court of law or by statute.

**6.3 Evidence of Coverage; Handling Claims; Cooperation.** All insurance coverage required under this Section shall be provided by carriers or under terms of self insurance reasonably acceptable to the other party, and the party holding such coverage shall provide that coverage shall not be modified or terminated except upon thirty days prior written notice to the other party. The party holding such coverage shall provide the other party, upon request, with a certificate of insurance evidencing the insurance coverage and naming the other party and the Resident Physicians as named insured. Each party agrees to make all reasonable efforts, consistent with advice of counsel and the requirements of applicable insurance policies and carriers, to coordinate the defense of all claims in which another party is either a named defendant or has a possibility of being added as a named defendant or non-party at fault.

**6.4 Mutual Indemnification.** To the extent permissible under A.R.S. §§ 41-621, et seq. and 11-981 and not prohibited by A.R.S. § 35-154, each party does hereby indemnify and hold harmless the other party from any and all liability which is the result of the intentional conduct or negligence or omission of the indemnifying party, its officers, employees, contractors, agents, Resident Physicians or anyone acting under its direction, in connection with the performance of their respective responsibilities under this Agreement.

**6.5 Independent Contractor.** It is understood between the parties that all Resident Physicians are independent contractors with respect to the Host Institution. Nothing in this Agreement shall be construed as creating an employment or joint venture relationship between the Resident Physicians and the Host Institution. In addition, the autonomy of the Home Institution and the Host Institution as separate and independent institutions shall be observed at all times, and this Agreement shall not be deemed to create a relationship of agency, employment or partnership.

**6.6 Handling Claims/Cooperation.** Each party agrees to make all reasonable efforts, consistent with advice of counsel and the requirements of applicable insurance policy and carriers, to coordinate the defense of all claims in which another party is either a named defendant or has a possibility of being added as a named defendant or non-party at fault.

## **7. STIPENDS AND REIMBURSEMENT**

**7.1 Stipends.** The Home Institution shall provide a stipend and medical benefits to its Resident Physicians in accordance with its own policies and procedures. Because services rendered by Resident Physicians are educational in nature, Host Institution shall not provide a stipend or any compensation, monetary or otherwise, to



the Resident Physicians for services provided under this Agreement except as expressly provided in this Agreement and shall have no responsibility to make any such payments to Resident Physicians.

## **8. PATIENT INFORMATION**

**8.1 Patient Information.** Patient information, including, but not limited to medical records and charts created at the Host Institution pursuant to the Rotation, shall be the property of the Host Institution and shall be maintained by the Host Institution for not less than four years. Home Institution and its agents and employees, including without limitation Resident Physicians, will keep patient information confidential as required by applicable federal and state law and Host Institution's policies and procedures. Failure to maintain patient information as confidential may be grounds for termination of this Agreement.

## **9. MISCELLANEOUS TERMS**

**9.1 Entire Agreement; Amendments.** This Agreement represents the entire agreement between the parties and supersedes all other agreements with respect to the subject matter of this Agreement. This Agreement may be amended only in writing signed by the parties.

**9.2 No Assignment.** Neither party may assign or transfer this Agreement, in whole or in part, without the advance written consent of the other party. Any purported assignment, delegation or transfer in contravention of this provision shall be null and void.

**9.3 Discrimination - Prohibition.** The Home and Host Institution agree not to unlawfully discriminate in the selection or acceptance of any Resident Physician under this Agreement because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition or disability, marital status, gender, gender orientation, age, veteran's status, or citizenship.

**9.4 No Third Party Beneficiaries.** This Agreement is entered into by and between the parties for their benefit. This Agreement is not intended to create and does not create any right or interest in any Resident Physician, patient or other third party.

**9.5 Governing Law.** This Agreement is made and entered into in the State of Arizona and shall be construed in accordance with the law of the State of Arizona.

**9.6 Enforceability and Waiver.** The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision. The waiver by a party of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof.

**9.7 Notices.** Any written notice required or permitted to be given by a party to the other shall have been deemed to have been sufficiently given if personally delivered

or deposited in the United States Mail in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to:

For Home Institution:

Maricopa Integrated Health System  
2601 East Roosevelt  
Phoenix, AZ 85008  
Attn: CEO

With copies to:

Maricopa Integrated Health System  
2601 East Roosevelt  
Phoenix, AZ 85008  
Attn: Director of Medical Education

For Host Institution:

AZ Dept. of Health Services  
150 North 18<sup>th</sup> Avenue, Ste, 200  
Phoenix, AZ 85007  
Attn: Deputy Director, Division of  
Behavioral Health Services

With Copies to:

AZ Dept. of Health Services  
150 North 18<sup>th</sup> Avenue, Ste, 200  
Phoenix, AZ 85007  
Attn: Associate Medical Director,  
Division of Behavioral Health Services

**9.8 Informal Dispute Resolution.** The parties agree that any dispute arising under this Agreement shall be submitted to mediation through a mediator of the parties' mutual agreement before the parties initiate formal legal action.

**9.9 Non-Exclusive Agreement.** Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations under this Agreement.

**9.10 Authority.** The persons signing this Agreement warrant that they have full authority to do so and that their signatures shall bind the parties for which they sign.

<p><b>Arizona Department of Health - Services/Division of Behavioral Health Services</b></p> <p>By: _____ Name: _____ Title: _____ Date: _____</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>	<p><b>Maricopa County Special Health Care District, d.b.a. Maricopa Integrated Health System, <u>Maricopa Medical Center</u></b></p> <p>By: _____ Name: Betsey Bayless Title: CEO Date: _____</p> <p>By: _____ Name: James J. Kennedy, M.D. Title: Chief Medical Officer Date: _____</p> <p>By: _____ Name: Michael Grossman, MD Title: Designated Institutional Official Date: _____</p> <p>By: _____ Name: _____ Title: _____ Date: _____</p>
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**9.11 Resident Rotation Agreement Signature Page**

Pursuant to A. R. S. §11.952, the undersigned attorneys have determined that this Intergovernmental Agreement is in proper form and within the powers and authority granted under the law of Arizona to their respective clients.

\_\_\_\_\_  
Attorney for Arizona Department of Health Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for Maricopa County Special Health Care  
District

\_\_\_\_\_  
Date

**PROGRAM SPECIFIC  
ADDENDUM #1 TO THE RESIDENT ROTATION AGREEMENT**

**BETWEEN**

**MARICOPA COUNTY SPECIAL HEALTH CARE DISTRICT  
d.b.a.  
MARICOPA INTEGRATED HEALTH SYSTEM,  
MARICOPA MEDICAL CENTER  
("MIHS")**

**AND**

**ARIZONA DEPARTMENT OF HEALTH SERVICES – DIVISION OF BEHAVIORAL  
HEALTH SERVICES  
("HOST")**

The following Addendum #1 is added to the above-referenced Resident Rotation Agreement:

1. Programs/Rotation

Psychiatry/Child Psychiatry Administrative rotation ("Program") residents (Participants) will rotate from MIHS to Host.

2. Rotation Description/Length

This rotation involves MIHS and its Participants. The rotational assignment would be such that:

- 1 or 2 Participants, at
- PGY 3, 4, or 5 level, will rotate to HOST
- for 2-6 months for 1 day per week
- for education in Psychiatry/Child Psychiatry Administration
- located at Host facility at 150 North 18<sup>th</sup> Avenue, Ste. 200, Phx, AZ

3. Rotation Purpose

The purpose of this rotation is to provide MIHS' Participants with exposure to an educational-administrative experience, including Psychiatry Administration within Arizona Department of Health Services; a department of the State of Arizona Goals of the rotation is to provide Program Participants with an educational setting to:

- Learn principles of administrative leadership in the field of Psychiatry and/or child psychiatry.

- Develop an understanding of the structure of Medicaid and the Public Health structure in the State of Arizona.
- Become familiar with “Best Practice” initiatives, and with contract compliance.
- Participate in committees such as Leadership Meeting, clinical Council, Pharmacy and Therapeutics, and policy to review policies and to interact with Regional Behavioral Health Authorities.
- Meet with the Medical Director of the Children’s Bureau, which oversees child mental health services in Arizona

4. Teaching Faculty

Laura Nelson, M.D., Ann Froio, Master of Educational Psychology, and Christy Dye, Clinical and Recovery Services Bureau Chief, who are members of Host’s management, will be responsible for the instruction, supervision and evaluation of the MIHS Program Participant(s).

5. Stipend and Additional Costs

The stipend, medical benefits, medical licensure or registration arrangements and other costs borne by MIHS for MIHS Program Participants will be borne by MIHS pursuant to its applicable policies and procedures.

6. Evaluation

MIHS Program Director shall provide appropriate evaluation documents and instruction for use by the supervising faculty at Host.

7. Effective Date and Term

This rotation begins March 1, 2006 through March 1, 2011.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Resident Rotation Agreement as of the respective dates written below.

ARIZONA DEPARTMENT OF HEALTH  
SERVICES -  
DIVISION OF BEHAVIORAL HEALTH  
SERVICES  
("Host")

By: \_\_\_\_\_  
Name: Karen Boswell  
Title: Procurement Administrator  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

MARICOPA COUNTY SPECIAL  
HEALTHCARE DISTRICT, d.b.a.  
MARICOPA INTEGRATED HEALTH  
SYSTEM MARICOPA MEDICAL CENTER  
("HOME")

By: \_\_\_\_\_  
Name: Michael Grossman, M.D.  
Title: Director of Medical Education  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Shayne Tomisato, M.D.  
Title: Program Director Child Psychiatry  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: William James, M.D.  
Title: Program Director Psychiatry  
Date: \_\_\_\_\_

**CONTRACT NUMBER: AGR2006-101**

**HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 ("HIPAA")  
BUSINESS ASSOCIATE AGREEMENT ("AGREEMENT")**

**The Arizona Department of Health Services or an Arizona Department of Health Services' Division, Bureau, Office, or Program and Business Associate hereby enter into this Agreement. The date when this Agreement is effective ("Effective Date") shall be determined according to Sections 164.534, 164.532(d), and 164.532(e) of the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and Part 164, Subparts A and E ("Privacy Standards"). This Agreement supplements any service agreement(s) ("Service Agreement(s)") between ADHS Covered Component and Business Associate relating to the disclosure of Protected Health Information ("PHI"). In the event of conflicting terms or conditions, this Agreement shall supersede the Service Agreement(s).**

The ADHS Covered Component and Business Associate intend to comply with the Privacy Standards; the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C ("Security Standards"); HIPAA; and other applicable federal and state laws, in order to protect the privacy of PHI in any form and to safeguard the confidentiality, integrity, and availability of Electronic PHI ("ePHI") related to this Agreement.

- A. **DEFINITIONS.** Capitalized terms not otherwise defined in this Agreement shall have the same meaning as in the Privacy Standards and the Security Standards.
  
- B. **PERMITTED USES AND DISCLOSURES OF PHI.** Business Associate will Use and disclose PHI only for those purposes necessary to perform functions, activities, or services for, or on behalf of, ADHS Covered Component as specified in the underlying Service Agreement(s) and this Agreement, provided that any Use or Disclosure would not violate: the Privacy Standards, the Security Standards, or HIPAA, if done by ADHS Covered Component; or ADHS Covered Component's policies and procedures for using or disclosing only the Minimum Necessary PHI.
  1. **Business Activities of Business Associate.** Business Associate may use PHI for the necessary management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate if:
    - a. The disclosure is Required by Law; or
    - b. Business Associate obtains reasonable assurances from the person-receiving the PHI that the person will:
      - (1) Maintain the Confidentiality of the PHI,
      - (2) Use or disclose the PHI only as Required by Law or for the purpose for which the PHI was disclosed to the person, and
      - (3) Notify Business Associate when the person becomes aware that PHI confidentiality has been breached.
  
  2. **Aggregation of PHI.** Business Associate may aggregate the PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate of the other Covered Entities, provided that the purpose of the aggregation is to provide ADHS Covered Component with data analyses relating to the Health Care Operations of ADHS Covered Component. Business Associate shall not disclose PHI between or among Covered entities, unless ADHS Covered Component specifically authorizes the disclosure.



<b>CONTRACT NUMBER: AGR2006-101</b>
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3. **De-Identification of PHI.** Under 45 CFR 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this Agreement. Business Associate may de-identify any and all PHI, provided:
  - a. The de-identification conforms to the requirements of 45 CFR Section 164.514(b),
  - b. Business Associate maintains the documentation required by 45 CFR Section 164.514(b), and
  - c. Business Associate gives written assurance to ADHS Covered Component that Business Associate appropriately maintains the documentation required by 45 CFR Section 164.514(b).

**C. OBLIGATIONS OF BUSINESS ASSOCIATE REGARDING PHI IN ANY FORM.**

1. **Safeguards.** Business Associate shall use appropriate safeguards to prevent any Use or Disclosure of PHI not otherwise permitted in this Agreement.
2. **Reporting Impermissible Use or Disclosure.** Recipient shall promptly report to the designated individual specified in the Notice Provision number “G” of this agreement. Any Use or Disclosure of any HLDS not permitted by this Agreement or the Privacy Standards (“Impermissible Use or Disclosure”), upon becoming aware of such Use or Disclosure. Recipient agrees to mitigate, to the extent practicable, any harmful effect from an Impermissible Use or Disclosure known to Recipient or its agents or subcontractors.
3. **Agents and Subcontractors.** Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides PHI agrees to all the PHI-related restrictions and conditions that apply to Business Associate through this Agreement. Business Associate shall maintain an accounting of all disclosures of PHI to agents or subcontractors as provided in this Agreement.
4. **Personnel.** Business Associate shall appropriately inform all of its employees, agents, representatives, and members of its workforce (“Personnel”), whose services may be used to satisfy Business Associate’s obligations under this Agreement and the Service Agreement(s), of the terms of this Agreement. Business Associate represents and warrants that the Personnel are under sufficient legal obligation to Business Associate for Business Associate to fully comply with the provisions of this Agreement.
5. **Access to PHI.** Within five (5) business days after a written request by ADHS Covered Component for access to PHI held by Business Associate in a designated record set, Business Associate shall make the requested PHI available to ADHS Covered Component. If the requested PHI is stored off site, Business Associate shall make the PHI available to ADHS Covered Component within ten (10) business days, to allow ADHS Covered Component time to respond to a request for access by an Individual within 60 calendar days.

If an Individual requests access to PHI directly from Business Associate, Business Associate shall provide or deny access according to 45 CFR 164.524, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action.

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2. **Amendment of PHI.** Within five (5) business days after an Individual's request to ADHS Covered Component to amend the Individual's PHI held by Business Associate in a Designated

Record Set, Business Associate shall provide the Individual's PHI to ADHS Covered Component for amendment. If ADHS Covered Component requests Business Associate to amend an Individual's PHI, Business Associate shall incorporate into the Individual's PHI the amendment, any statements of disagreement, and/or rebuttals within a reasonable time, as required by 45 CFR Section 164.526.

If an Individual requests amendment of PHI directly from Business Associate, Business Associate shall amend or deny amendment according to 45 CFR 164.526, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action.

7. **Documentation of Disclosures.** Business Associate agrees to document all Disclosures of PHI made by Business Associate as required for ADHS Covered Component to respond to a request by an Individual for an accounting of Disclosures of PHI according to 45 CFR Section 164.528. At a minimum, the documentation related to Business Associate's Disclosure of PHI shall include:

- a. The date of Disclosure;
- b. The name of the PHI recipient and, if known, the address of the PHI recipient;
- c. A brief description of the PHI disclosed; and
- d. A brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure.

8. **Accounting of Disclosures.** Within ten (10) business days after notice by ADHS Covered Component to Business Associate that ADHS Covered Component has received a request for an accounting of Disclosures of an Individual's PHI, Business Associate shall provide ADHS Covered Component with the Disclosure records stated in the notice. Business Associate shall provide Disclosure records for the six years before the date on which the Individual requested the accounting, but not for a date earlier than April 14, 2003, unless otherwise Required by Law.

If an Individual requests an accounting of Disclosures directly from Business Associate, Business Associate shall, within sixty (60) business days, provide or deny an accounting according to 45 CFR 164.528, unless otherwise directed by ADHS Covered Component. Business Associate shall notify ADHS Covered Component of the action taken in writing within five (5) business days after the action. The accounting of Disclosures shall include all PHI Disclosures for the six years before the date on which the Individual requested the accounting, but not for a date earlier than April 14, 2003, unless otherwise Required by Law. If Business Associate is unable to provide the accounting of Disclosures within the allowed time, Business Associate shall provide ADHS Covered Component with a written statement of the reason for delay and the date Business Associate will provide the accounting.

9. **Governmental Access to Records.** For the purpose of determining ADHS Covered Component's compliance with the Privacy Standards, Business Associate shall make

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available to ADHS Covered Component or to the Secretary:

- a. Business Associate's internal practices, books, and records relating to the Use and Disclosure of PHI;
- b. Business Associate's policies and procedures relating to the Use and Disclosure of PHI; and
- c. All PHI received from ADHS Covered Component or created or received by Business Associate on behalf of ADHS Covered Component.

This provision does not constitute a waiver by ADHS Covered Component of any attorney-client privilege or other legal privilege.

10. **Transaction Standards Regulation.** If Business Associate conducts in whole or part Standard Transactions for or on behalf of ADHS Covered Component, Business Associate shall comply with the Electronic Data Transaction Standards and Code Sets, 45 CFR Part 162, Subparts I through R ("Transaction Standards and Code Sets"). Business Associate shall require any subcontractor or agent involved in conducting Standard Transactions for or on behalf of ADHS Covered Component, to comply with the Transaction Standards and Code Sets. Business Associate and its subcontractors or agents shall not enter into any agreement related to conducting in whole or in part Standard Transactions for or on behalf of ADHS Covered Component that:

Changes the definition, Data Condition, or use of a Data Element or Segment in a Standard Transaction;

- a. Adds any Data Elements or Segments to the maximum defined Data Set;
- b. Uses any code or Data Element that is marked "not used" in the Standard Transaction's implementation specification or that is not in the Standard Transaction's implementation specification; or
- c. Changes the meaning or intent of the Standard Transaction's implementation specification.

**D. OBLIGATIONS OF BUSINESS ASSOCIATE REGARDING ePHI.**

- 1. **Safeguards.** Business Associate shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the ePHI that Business Associate creates, receives, maintains, or transmits on behalf of ADHS Covered Component.
- 2. **Agents and Subcontractors.** Business Associate shall ensure that any agent or subcontractor to whom Business Associate provides ePHI agrees to implement reasonable and appropriate safeguards to protect the Confidentiality, Integrity, and Availability of the ePHI.
- 3. **Report of Security Incident.** Business Associate shall promptly report to ADHS Covered Component any Security Incident of which Business Associate becomes aware that involves ePHI created, received, maintained, or transmitted by Business Associate.

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4. **Governmental Access to Records.** Business Associate shall make its policies, procedures, and the documentation required by the Security Standards available to ADHS Covered Component and to the Secretary for purposes of determining ADHS Covered Component's compliance.
5. **Termination Authorized.** Business Associate agrees that ADHS Covered Component may terminate this Agreement if ADHS Covered Component determines that Business Associate has violated a material term of this Agreement related to the Security of ePHI.

E. **OBLIGATIONS OF ADHS COVERED COMPONENT.**

1. **Notice of Privacy Practices.** ADHS Covered Component shall notify Business Associate of any changes or limitation(s) in ADHS Covered Component's notice of privacy practices according to 45 CFR Section 164.520, to the extent that such changes or limitation(s) may affect Business Associate's Use or Disclosure of PHI.
2. **Changes in Permission by Individual.** ADHS Covered Component shall notify Business Associate of any changes in, or revocation of, an Individual's permission to Use or disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
3. **Restrictions on PHI.** ADHS Covered Component shall notify Business Associate of any restriction of PHI Uses and Disclosures that ADHS Covered Component has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect Business Associate's PHI Use or Disclosure.
4. **Permissible Requests by ADHS Covered Component.** ADHS Covered Component shall not request Business Associate to Use or disclose PHI in any manner not permitted under the Privacy Standards if done by ADHS Covered Component.

F. **TERM AND TERMINATION**

1. **Term.** The term of this Agreement shall begin on the Effective Date and shall terminate when all PHI provided by ADHS Covered Component to Business Associate, or created or received by Business Associate on behalf of ADHS Covered Component, is destroyed or returned to ADHS Covered Component. If it is not feasible for Business Associate to return or destroy all PHI, the term of this Agreement shall terminate, except to the extent protections are extended to any PHI not returned or destroyed, according to the provisions in paragraph (B)(ii) of this Section (6).
2. **Effect of Termination.**
  - a. Except as provided in paragraph (ii) of this Subsection, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from ADHS Covered Component, or created or received by Business Associate on behalf of ADHS Covered Component.
  - b. This provision shall apply to PHI in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the returned or destroyed PHI.

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c. If Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide to ADHS Covered Component notification of the conditions making return or destruction not feasible. Business Associate shall extend the protections of this Agreement to the PHI and shall limit further Uses and Disclosures of the PHI to the purposes that make the return or destruction not feasible, for so long as Business Associate maintains the PHI. If it is not feasible for Business Associate to recover from a subcontractor or agent any PHI, Business Associate shall provide a written explanation to ADHS Covered Component. Business Associate shall require the subcontractor or agent to agree:

- (1) To extend the protections of this Agreement to the PHI in the possession of the subcontractor or agent, and
- (2) To limit any further Uses or Disclosures of the PHI to the purposes that makes the return or destruction not feasible, for so long as the subcontractor or agent maintains the PHI.

3. **Termination for Cause.** Upon ADHS Covered Component's knowledge of a material breach by Business Associate of the terms of this Agreement, ADHS Covered Component shall:

- a. Terminate this Agreement and the underlying Service Agreement(s) if Business Associate does not cure the breach or end the violation within the time specified by ADHS Covered Component;
- b. Immediately terminate this Agreement and the underlying Service Agreement(s); or
- c. Report the violation to the Secretary if:
  - (1) Termination is not feasible, and
  - (2) Business Associate does not cure the breach or end the violation within the time specified by ADHS Covered Component.

G. **NOTICES**

All notices or other communications by either party to the other hereunder shall be in writing and shall be deemed properly delivered (i) when received by the party; or (ii) three (3) days after deposit in the United States mail of such notice or communications to the parties entitled hereto, registered or certified mail, postage prepaid, to the parties at the following address (or to such other addresses as are designated in writing to all parties):

**If to** \_\_\_\_\_ :  
**Address:**

\_\_\_\_\_  
 \_\_\_\_\_

**Phone Number:**

\_\_\_\_\_

**E-mail Address:**

\_\_\_\_\_

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**If to :  
Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Phone Number:**

**E-mail Address:**

\_\_\_\_\_

**With a Copy to:  
Address:**

\_\_\_\_\_  
\_\_\_\_\_

**Phone Number:**

**E-mail Address:**

\_\_\_\_\_

**H. MISCELLANEOUS**

1. **References.** A reference in this Agreement to HIPAA, the Privacy Standards, or the Security Standards means the law or regulation as in effect on the Effective Date or as subsequently amended, and for which compliance is required.
2. **Amendment.** The parties agree to take the action necessary to amend this Agreement from time to time so that ADHS Covered Component may comply with the requirements of HIPAA.
3. **Survival.** The obligations of Business Associate under this Agreement shall survive the termination of this Agreement and of the underlying Service Agreement(s) to the extent required by Section (6), paragraph (B)(ii).
4. **Effect on Service Agreement(s).** Except as specifically required to implement the purposes of this Agreement, or to the extent not consistent with this Agreement, all provisions of the underlying Service Agreement(s) shall remain in force and effect.

Contractor hereby acknowledges receipt and acceptance of this HIPAA Agreement and that a signed copy must be filed with the Procurement Office.

\_\_\_\_\_  
Signature Date Procurement Officer

\_\_\_\_\_  
Authorized Signatory's Name and Title:

\_\_\_\_\_  
Contractor's Name

The above referenced HIPAA Agreement is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by the Arizona Department of Health Services.

\_\_\_\_\_

**PLEDGE TO PROTECT CONFIDENTIAL INFORMATION**  
**[CONFIDENTIALITY STATEMENT]**

I, \_\_\_\_\_, understand and agree to abide by the following statements addressing  
**(Please Print Name)**

the creation, use and disclosure of confidential information, including information designated as protect health information ("PHI"), and all other sensitive information:

1. I understand that as a user of information at the Arizona Department of Health Services, I may develop, use, or maintain information relating to public health and welfare, direct or indirect health care, quality improvement, peer review, audit functions, education, billing, reimbursement, administration, research or other approved purposes. This information, from any source and in any form, including, but not limited to paper records, oral communications, audio recordings and electronic display, is considered confidential. Access to confidential information is permitted only on a need-to-know basis and limited to the minimum amount of confidential information necessary to accomplish the intended purpose of the use, disclosure or request.
2. I understand that it is the policy of the Arizona Department of Health Services that users (i.e., employees, medical staff, students, volunteers, contractors, vendors and others who may function in an affiliated capacity) shall respect and preserve the privacy, confidentiality and security of confidential information.
3. **I understand that persons who have access to information that contains confidential information are ethically and legally responsible for observing the federal and state statutes and rules governing confidential records. I will not alter, misuse, disclose without proper authority or an individual's authorization any confidential information.**
4. I understand that confidential information may include oral communications, paper or electronic documents, databases, audio/visual tapes, and other items identified as "confidential" or "sensitive" information.
5. I understand that Arizona State Law prohibits me from using confidential information for personal gain.
6. I understand that confidential information in my control must be maintained and protected from inappropriate disclosure at all times (i.e., hard copy information when not in use will not be accessible to others, including stored in locked or other secure compartments, computer files must be password protected and closed, working documents turned face down on desk, electronic transmission of information will be encrypted according to Department policy, etc.)
7. I understand that it is the user's responsibility to protect highly sensitive Department information. As such, I am required to use good judgment in assessing what form of communication is appropriate for particular information. If I have any questions or concerns, I am to consult Department policies, my supervisor or my applicable Assistant Director for guidance.
8. I understand that confidential information may only be accessed when I am specifically authorized to do so by the appropriate program manger and I will use only the amount of information necessary within the scope of my duties. When confidential information is no longer needed, I will dispose of it in an appropriate manner to prevent inappropriate access to that information.
9. I understand that confidential information, including paper and electronic records, correspondence, documents and other forms of such information, cannot be released to or discussed with anyone other



than authorized individuals. I will also violate this provision if I intentionally or negligently mishandle or destroy confidential information.

10. I understand that I am not to contact the individuals(s) or other related persons to whom confidential information pertains unless I am specifically authorized to do so by law and the appropriate program manager.
11. I understand that it is violation of Department and State of Arizona policy for me to share my sign-on code and/or password for accessing electronic confidential information or for physical access to restricted areas. I further understand that I will not use another person's sign-on code and/or password or otherwise attempt to access electronic confidential information or to gain physical access to a restricted area that is not within the scope of my work or permitted by my supervisor.
12. I understand that it is my responsibility to know and abide by any additional confidentiality provisions required by my job that may be issued by the Department, Division, Bureau, program or other work unit to which I report. If I have questions about which confidentiality rules apply to my job, I understand that it is my responsibility to ask my supervisor prior to releasing any information, even if the information request is in the form of a subpoena or other legal document.
13. I understand that it is my responsibility to report any observed or suspected breach of confidentiality by any other Department employee to my supervisor.
14. I understand that if it is determined that I have violated this Pledge or any other confidentiality requirement, I may be subject to formal disciplinary action up to and including termination of employment, loss of privileges, contractual or other rights which may be granted as a result of an affiliation in accordance with Department and/or State of Arizona procedures. Unauthorized use or release of confidential information may also subject me to personal, civil, and/or criminal liability and legal penalties.

SERVICE DESIGNATION: ☐ Employee ☐ Contractor ☐ Volunteer ☐ Student ☐ Other \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title  
Date

**ARIZONA DEPARTMENT OF HEALTH SERVICES (ADHS)  
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)  
CONTRACTOR TRAINING CERTIFICATION**

**I VERIFY THAT:**

\_\_\_\_\_ I have attended HIPAA Awareness training offered by the ADHS.

\_\_\_\_\_ I have attended or participated in job related HIPAA training that was (1) intended to make me proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA privacy officer or other person or work unit knowledgeable and experienced in the compliance requirements of HIPAA. Please state where the training was provided and the name of the trainer: \_\_\_\_\_

*(Note: Training must be confirmed and approved by the ADHS HIPAA Compliance Officer.)*

\_\_\_\_\_ I have not participated in either of the above. Please schedule me for ADHS HIPAA Awareness Training.

\_\_\_\_\_  
**Print Name of Volunteer/Contractor/Employee**

\_\_\_\_\_  
**Signature of Workforce Member (Volunteer/Contractor/Employee)**

\_\_\_\_\_  
**Title** **Date**

\_\_\_\_\_  
**Division and Program** **Phone Number**

\_\_\_\_\_  
**Manager's Name** **Date**

\_\_\_\_\_  
**Manager's Signature** **Phone Number**

\_\_\_\_\_  
**Date** **Revised 12/27/05 SF**